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BELLSOUTH

1600 Williams Street, Suite 5200
Columbia, South Carolina 29201

January 27, 2006

Mr. Douglas Pratt
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Fourth Amendment to Interconnection Agreement Negotiated by BellSouth
Telecommunications, Inc. and US LEC of South Carolina, Inc. pursuant to Sections 251 and
252 of the Telecommunications Act of 1996
Arbitration Docket No. 2004-0078-C
Original Interconnection Agreement Docket No. 96-365-C

Dear Mr. Pratt:

Pursuant to Sections 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. ("BellSouth") and US LEC of South Carolina, Inc. ("US LEC") submit to the South Carolina Public Service Commission their fourth amendment to the interconnection agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements and the resale of BellSouth's telecommunications services. The agreement was negotiated pursuant to Sections 251 and 252 of the Act and also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and US LEC within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement. The effective date of this amendment is October 26, 2005, and it expires on February 21, 2006.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Very truly yours,

s/C. Lesley Addis

Enclosure

cc : Faye A. Flowers, Esquire
James E. McDaniel
Rena N. Grant

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**Amendment to the Agreement
Between
US LEC of South Carolina Inc.
and
BellSouth Telecommunications, Inc.
Dated June 20, 2004**

Pursuant to this Amendment, (the "Amendment"), US LEC of South Carolina Inc. ("US LEC"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 20, 2004 ("Agreement") to be effective the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and US LEC entered into the Agreement on June 20, 2004, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete and replace Section 7.1.4.1 of Attachment 3 as follows:
 - 7.1.4.1 The Parties will compensate each other on a mutual and reciprocal basis for transport and termination of Local Traffic at the appropriate elemental rates set forth in Exhibit A. US LEC is entitled to reciprocal compensation for end office switching and tandem switching since it has proved to BellSouth's satisfaction that its switch serves the same geographical area(s) comparable to the area(s) served by BellSouth's tandem switch. The Parties will compensate each other for the transport and termination of ISP-bound traffic at the composite rates set forth in Exhibit A to this Attachment.
2. The Parties agree to delete Sections 7.1.4.1.1, 7.1.4.1.1.1 and 7.1.4.1.1.2 of Attachment 3.
3. All of the other provisions of the Agreement, dated June 20, 2004, shall remain in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 10/26/05

US LEC of South Carolina Inc.

By: Wanda G. Montano

Name: Wanda G. Montano

Title: Vice President – Regulatory and
Industry Affairs

Date: October 25, 2005